GOVERNMENT OF INDIA
URBAN DEVELOPMENT AND POVERTY ALLEVATION
LOK SABHA

UNSTARRED QUESTION NO:4760
ANSWERED ON:19.12.2000
ALLOTMENT OF PLOTS
BALIRAM;SANJAY PASWAN

Will the Minister of URBAN DEVELOPMENT AND POVERTY ALLEVATION be pleased to state:

(a) the details of plots allotted by the Union Governmentto educational institutions/schools and trusts in Delhi alongwith the rate of such land;

(b) the terms and conditions for allotting plots to those institutions and trusts on consessional rates;

(c) whether the provision of giving admission to the students belonging to the Scheduled Caste/Scheduled Tribe categories are also included as one of these terms;

(d) if so, the details thereof;

(e) if not, the reasons therefor?

Answer

MINISTER OF STATE FOR URBAN DEVELOPMENT & POVERTY ALLEVIATION (SHRI BANDARU DATTATREYA)

(a): List of plots allotted to educational institutions, schools and trusts in Delhi by the Union Government in the last 5 years is enclosed as Annexure-I. The allotment to educational institutions, schools and trusts is made on the rates notified for different categories of institutions by this Ministry from time to time.

(b): The standard terms & conditions for allotting plots to the institutions and trusts at concessional rates is given in Annexure-II. These allotments are made after obtaining specific recommendations of the concerned Administrative Ministry/Governmento f National Capital Territory of Delhi (GNCTD).

(c): No, Sir.

(d)&(e): Does not arise.

ANNEXURES REFERRED TO IN REPLY TO LOK SABHA UNSTARRED QUESTION NO. 4760 FOR 19.12.2000.

ANNEXURE-I

LIST OF ALLOTMENTS MADE TO EDUCATIONAL INSTITUTIONS/TRUSTS DURING THE LAST FIVE YEARS.

S.NO.	NAME OF THE SOCIETY	PURPOSE	YEAR
1.	Shri Dashmesh Khalsa School, Malviya Nagar	Primary School	1996
2.	Ram Krishan & Sons Charitable Trust, Lodi Road	School	1996
3.	Andhra Education Society, Pushp Vihar	School	1997
4.	Samarth Shiksha Samiti, Nehru Nagar	Playground	1999
5.	DAV Managing Committee	Alternative Site	1999

6.	Shiv Niketan Education Society, DIZ Area	School	1999
7.	Samarth Shiksha Samiti, Saraswati Bal Mandir, Amar Colony, Lajpat Nagar	School	2000
8.	Tagore Education Society, R.K. Puram	School	2000
9.	Tamana, Special School for Disabled	School	2000
10.	Shiv Niketan Education Society, DIZ Area	School	2000
11.	I.P. Girls Hr. Sec. School	School	2000

ANNEXURE-II

Regd. AD
Government of India
Ministry of Urban Development and Poverty Alleviation
Land and Development Office
Nirman Bhawan, New Delhi.

No. L&DO/LV- Dated:

To

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Sub: Allotment of land to - to build a school in - New Delhi.

Sir,

I am directed to say that the President of India is pleased to the sanction of the allotment of land in favour of School measuring in , New Delhi

(as indicated on the L&DO plan No. shown in red outlines) for construction of a school.

2. The allotment is subject to the terms and conditions as given in the Memorandum of Agreement and Perpetual Lease, which shall also include the following :

i) The Society shall be required to pay for the land @ Rs. lakhs per acres as premium +___ % thereof as ground rent.

(ii) The land shall be utilised for the purpose mentioned above and for no other purpose whatsoever.

(iii) The construction proposal shall be got approved by the local bodies/L&DO before any construction is executed.

(iv) The institution shall be required to complete the construction on the land in conformity with the surroundings of the area within a period of two years from the date of allotment.

(v) It may be assumed that the area allotted conforms to the norms for proposed construction.

(vi) The institution shall provide without any discrimination of caste, religion, nationality etc. the services free of cost or on payment of nominal fee to meet their day-to-day cost only.

(vii) This allotment shall be subject to resumption of land by the lessor in case any of the terms and conditions of the allotment are violated by the institution or if the allotment is obtained fraudulently or by misrepresentation of facts.

(viii) The institution shall not transfer the land by way of sale, gift etc. without the permission of the lessor whereby the lessor shall have the discretion of offering new terms and conditions.

(ix) The institution shall provide for nominations of two representatives of Govt. on the Management Board of the institution. Out of two representatives, one shall be from the concerned administrative Ministry and other from the lessor.

(x) The provision shall be included in the agreement for lease that in the event of dissolution of the institution, the land allotted and the assets errected thereon will be transferred to an institution having similar aims and objectives with the approval of the Central Govt. on payment of such compensation as may be determined by the lessor.

(xi) The removal of squatters, if any shall be the responsibility of the allottee institutions.

(xii) No residential unit except that for a caretaker or chowkidar shall be allowed to be built on the land. The plinth area of the residential unit under no circumstances should exceed 26 sq. meters.

(xiii) The construction proposal should be got apporoved from the DDA/D.U.A.C. if required.

(xiv) No person attending the school shall be required to take part in any religious instructions or to attend any religious worship without his/her consent and no citizen shall be denied admission to the school on ground of religion, race, caste, language or any of them.

(xv) In the event of de-recognition of the school by any competent authority, the lessee shall be required to pay premium for the land allotted at the market rate prevailing on the date of de-recognition failing which the land with the superstructures, fixtures, fittings etc. shall revert to the Govt. on payment of compensation as may be decided by the Government.

(xvi) The land will be initially given on licence basis by signing a Memorandum of Agreement and the money deposited at the rate mentioned at (I) above will be treated as security and licence fee for due performance of the agreement, and when the terms of Memorandum of Agreement are successfully completed within the stipulated time, the land will be given on lease and the security wll become the premium and the licence fee shall become the ground rent.

(xvii) The offer will be valid for a period of forty five days from te date of this letter, and if the offer is not accepted within the said period of forty five days, it shall stand automatically withdrawn and cancelled.

(xviii) In case the offer is accepted within a period of forty five days, the initial ground rent for the year shall be paid and possession of land handed over to the Society after completing all the formalities. The date of allotment of land will be date of this letter and all payments shall become due from this date.

(xix) The institution shall not increase the rate of tution fee without the prior sanction of competent authority and shall follow the provisions of Delhi School Education Act/Rules, 1973 and other instructions issued from time to time.

(xx) The percentage of freeship from the tution fee shall be governed by the rules laid down by the Directorate of Education, Delhi Administration/Ministry of Education and Culture from time to time. They will ensure admission to the students belonging to weaker sections to the extent of 25% and grant of freeship to them.

(xxi) 1. Lease will be governed under the Government Grant Act.

2. Acceptance of ground rent in the presence of breaches/misues will not act as a waiver.

3. The institution shall execute the Memorandum of Agreement and lease at their own cost.

4. The land in question falls under the jurisdiction of M.C.D.

(xxii) If the above terms and conditions as per details given below are acceptable to the institution, then the acceptance thereof may please be communicated:-

Total area :

Premium :

Ground rent :

Cost of preparation of Memorandum of Agreement :

TOTAL :

3. The payment of the amount demanded should be made by demand draft crossed `Not Negotiable` and drawn in favour of the Land & Development Officer, Nirman Bhawan, New Delhi within 45 days from the date of receipt of this letter, it will be assumed that you are not interested in the allotment and the allotment will be cancelled without any further intimation in this regard.

4. You are also requested to send 5 copies of the memorandum of Articles of Association to this office, alongwith the acceptance and the payment. The possession of the land shall be handed over to the society after following the usual formalities.

5. Please mention file No. given in the left side corner of this letter in all future correspondance.

Yours faithfully,

(ASHOK ARORA)
DY. LAND & DEVELOPMENT OFFICER